

# TRANSPORTATION CORPORATION OF AMERICA

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60641-089

March 3, 1977

RECEIVED TELEPHONES:  
Chicago-568-5000  
Chicago Hts.-757-5900

MAR 7 11 38 AM '77

I. C. C.  
FEE OPERATION BR.

Interstate Commerce Commission  
Recordation Clerk  
Room 1211  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

MAR 6 1977  
Date \_\_\_\_\_  
Fee \$ 10-  
ICC Washington, D.C.

RECORDATION NO. 6725-C  
FAS & REMITTANCE

MAR 7 1977 - 11 42 AM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provision of Section 20(c) of the Interstate Commerce Act, as amended, are four (4) copies of: Illinois Terminal Railroad Company, Rider No. 5 dated March 1, 1977, to ITC Lease No. 721 dated June 29, 1972, Recordation No. 6725. The car numbers involved in the equipment which is the subject of the enclosed document are as follows: ITC 7863 thru 7877, both inclusive

The name and address of the parties hereto are as follows:

"Mortgagor: TRANSPORTATION CORPORATION OF AMERICA  
P. O. Box 218  
Chicago Heights, Illinois 60411"

The undersigned is the Vice President-Finance of TRANSPORTATION CORPORATION OF AMERICA and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to TRANSPORTATION CORPORATION OF AMERICA, P. O. Box 218, Chicago Heights, Illinois 60411, or its agent the remaining three copies of the enclosed document marked "Recorded".

Attached hereto is a remittance in the sum of \$10.00 covering the required Recording Fee.

Very truly yours,

TRANSPORTATION CORPORATION OF AMERICA

*S. D. Christianson*  
S. D. Christianson  
Vice President - Finance

SDC:dk  
Enclosures

## TRANSPORTATION CORPORATION OF AMERICA

RIDER No. 5

TO ITC LEASE NO. 721 DATED JUNE 29, 1972  
(consisting of 4 pages)

RECORDATION NO. 6725-C

MAR 7 1977 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

IT IS HEREBY AGREED THAT, effective March 1, 1977, this Rider shall become a part of ITC LEASE NO. 721 between TRANSPORTATION CORPORATION OF AMERICA and ILLINOIS TERMINAL RAILROAD COMPANY dated June 29, 1972 and the cars described herein shall be placed in ILLINOIS TERMINAL RAILROAD COMPANY service, subject to the terms and for the rental set forth below:

CAR INITIAL AND NUMBERS:

ITRR NUMBERS - ITC 7863 - 7877,  
both inclusive

CAR OWNERS MARKS:

TRANSPORTATION CORPORATION OF AMERICA,  
OWNER AND LESSOR: CONTINENTAL ILLINOIS  
NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO, MORTGAGEE.

CLASS OF CAR:

THRALL-DOOR CARS

CUBIC CAPACITY:

4433

NUMBER OF CARS:

15

TRUCK CAPACITY:

100-Ton

DELIVERY PERIOD:

March 1977

DELIVERY POINT:

Chicago Heights, Illinois

TWO RENTAL TERMS:

22 MONTHS FROM 3/1/77

26 MONTHS FROM 1/1/79

COMMODITY SERVICE:

LUMBER

RENT:

SEE RIDER NO. 5 - PAGE Two

CASUALTY OCCURRENCE:

SEE RIDER NO. 5 - PAGE Three

OPTION TO CANCEL:

SEE RIDER NO. 5 - PAGE Four

RIDER NO. 5 - Page One

TRANSPORTATION CORPORATION OF AMERICA  
RIDER No. 5  
TO ITC LEASE NO. 721 DATED JUNE 29, 1972  
(consisting of 4 pages)

IT IS HEREBY AGREED THAT, effective , 1977, this Rider shall become a part of ITC LEASE NO. 721 between TRANSPORTATION CORPORATION OF AMERICA and ILLINOIS TERMINAL RAILROAD COMPANY dated June 29, 1972 and the cars described herein shall be placed in ILLINOIS TERMINAL RAILROAD COMPANY service, subject to the terms and for the rental set forth below:

CAR INITIAL AND NUMBERS: ITRR NUMBERS - ITC 7863 - 7877,  
both inclusive

CAR OWNERS MARKS: TRANSPORTATION CORPORATION OF AMERICA,  
OWNER AND LESSOR: CONTINENTAL ILLINOIS  
NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO, MORTGAGEE.

CLASS OF CAR: THRALL-DOOR CARS

CUBIC CAPACITY: 4433

NUMBER OF CARS: 15

TRUCK CAPACITY: 100-Ton

DELIVERY PERIOD:

DELIVERY POINT: Chicago Heights, Illinois

TWO RENTAL TERMS: 22 MONTHS FROM 3/1/77  
26 MONTHS FROM 1/1/79

COMMODITY SERVICE: LUMBER

RENT: SEE RIDER NO. 5 - PAGE Two

CASUALTY OCCURRENCE: SEE RIDER NO. 5 - PAGE Three

OPTION TO CANCEL: SEE RIDER NO. 5 - PAGE Four

Rent:

A. For the Twenty-two months period from March 1, 1977, thru December 31, 1978 LESSEE agrees to pay to LESSOR as rental for each leased car, monthly rental payments, in an amount equal to (1) a fixed rent of \$243.50 per month, per leased car, plus (2) a use rent equivalent to the mileage rental earned by each such leased car during such monthly period, less an amount calculated at the rate of \$8.00 per day for each day that any said car under applicable car hire rules fails to earn a daily per diem.

B. For the Twenty-six months period from January 1, 1979, thru February 28, 1981 LESSEE agrees to pay to LESSOR as rental for each leased car, monthly rental payments in an amount equal to (1) a fixed rental of \$209.75 per month, per leased car, plus (2) a use rental equivalent to the mileage rental earned by each such leased car during such monthly period, less an amount calculated at the rate of \$6.88 per day for each day that any said car under applicable car hire rules fails to earn a daily per diem.

The mileage rental payable by LESSEE hereunder shall include operations over LESSEE'S tracks, except that no such mileage rental shall be payable as to movements over LESSEE'S tracks where the car is being returned for repairs.

Monthly rental payments shall be payable on the 10th day of each calendar month.

All rental payments shall be made to LESSOR in funds available to the LESSOR in Chicago, Illinois on the date payments are due hereunder.

The LESSEE shall collect from other railroads over whose lines any of said cars shall be operated or used the applicable car hire earned by such cars and shall keep all records pertaining to movements thereof. LESSEE shall furnish LESSOR complete monthly reports based on car hire reports for all movements of such cars, both loaded and empty, and the railroad monthly car hire reports received by LESSEE shall be prima facie evidence of the facts reported therein.

RIDER TO ITC LEASE NO. 721 DATED JUNE 29, 1972

CASUALTY

OCCURRENCE:

In the event any car shall be or become lost, stolen, destroyed or irreparably damaged, for any cause whatsoever, or taken or requisitioned by condemnation or otherwise, (each such occurrence being hereinafter called a "casualty occurrence") during the term of this lease, the LESSEE shall within 10 days after it shall have determined that such car has suffered a casualty occurrence, fully notify the LESSOR with respect thereto. At the next rental date thereafter when the earnings of such car has been determined the LESSEE shall pay to the LESSOR an amount equal to the accrued rental due hereunder for such car to the date of such payment plus a sum equal to the depreciated valuation of such cars as provided for in the interchange rules of the Association of American Railroads. Upon payment of such sum for such car, the term of this lease as to such car shall terminate, title to such car shall pass to and vest in the LESSEE, without necessity of further act and without any representation or warranty whatsoever on the part of the LESSOR, and the LESSEE shall assume all responsibility in respect to the ownership of such car.

Except as hereinabove in this clause provided, the LESSEE shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any casualty occurrence to any car after delivery to the LESSEE hereunder.

In the event the LESSOR or the LESSEE shall receive any payment from any governmental authority by reason of any casualty occurrence to a unit resulting from any taking or requisitioning of such unit, the LESSEE shall be entitled to such payment to the extent the same does not exceed the monies duly paid by the LESSEE to the LESSOR under the terms of this casualty occurrence section, and the LESSOR shall be entitled to any remaining portion of such payment which shall be promptly paid over to the LESSOR.

Notwithstanding the provisions of the foregoing, the LESSEE may self-insure against such risks if the cars are self-insured to an extent equal to any similar railroad equipment owned by the LESSEE.

RIDER TO ITC LEASE NO. 721 DATED JUNE 29, 1972

Option to Cancel: This Lease may be terminated by either LESSOR or LESSEE providing the other party with a written notice stating a termination date. In all events (except for LESSEE'S default of any term of this lease) such date may be set by either party and must not be less than 60 days nor more than 120 days from the date said notice is properly mailed to the other party entitled to receive such notice.

(Corporate Seal)

ATTEST:

James A. O'Neill  
~~Assistant~~ Secretary

TRANSPORTATION CORPORATION OF AMERICA  
"Lessor"

By

W. H. Wright  
Vice President

(Corporate Seal)

ATTEST:

L. D. Kolm  
Assistant Secretary

ILLINOIS TERMINAL RAILROAD COMPANY  
"Lessee"

By

W. G. Johnson  
Vice President